

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

WB MUSIC CORP., MOTHER CULTURE
PUBLISHING, DEMONOID DELUCE MUSIC,
AIN'T NOTHING BUT FUNKIN' MUSIC,
MUSIC OF WINDSWEPT, BLOTTER MUSIC,
ELVIS MAMBO MUSIC, HERBILICIOUS MUSIC,
VIRGINIA BEACH MUSIC, AND
GOLD DADDY MUSIC

PLAINTIFFS

VS.

NO. 05-5117

LOCAL, INC. AND
ANTHONY (TONY) CATROPPIA

DEFENDANTS

CONSENT JUDGMENT

The complaint in the above captioned action having been filed on July 7, 2005, and the defendants Local, Inc. and Anthony Catroppa (collectively "defendants") having each been properly served with a copy of the summons and complaint on July 18, 2005; and the parties having agreed that:

1. Plaintiffs were, on the dates alleged on Schedule A to the complaint, the respective owners of valid copyrights in the five songs listed on Schedule A to the complaint;
2. Defendant Local, Inc. is an Arkansas corporation that owns and operates a place of business known as Platinum Gentlemen's Club, located at 2366 North College Ave. in Fayetteville, Arkansas;
3. Defendant Anthony Catroppa was at all relevant times, and still is, the sole officer and director of defendant Local, Inc., with the primary responsibility for the control, operation, and maintenance of the corporation's affairs, including Platinum Gentlemen's Club;

4. From October 1, 1998 until October 1, 2003, defendants were licensed by ASCAP to perform the musical compositions in the ASCAP repertory by broadcasting them at Platinum Gentlemen's Club;

5. Defendants initially made payments due under their ASCAP license, but they subsequently failed to pay the license fees as they came due;

6. Defendants' license was terminated effective October 1, 2003, due to failure to pay licensing fees;

7. On the night of January 23-24, 2004, plaintiffs' songs were performed at Platinum Gentlemen's Club;

8. On the night of January 23-24, 2004 defendants were not licensed by ASCAP to play ASCAP members' songs at Platinum Gentlemen's Club, and they did not have permission directly from plaintiffs to perform plaintiffs' songs;

9. Plaintiffs were on the night of January 23-24, 2004, and still are, members of ASCAP, which licenses performances of all of its members' copyrighted musical work on a non-exclusive basis;

10. That such performances of plaintiffs' copyrighted songs were willful infringements of plaintiffs' copyrights;

11. That there is a danger that such infringing conduct will continue, thereby causing irreparable injury to plaintiffs for which damages cannot be accurately computed, and necessitating the granting of injunctive relief against defendants' continued infringing conduct; and

12. That the Court shall enter judgment on the foregoing findings.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

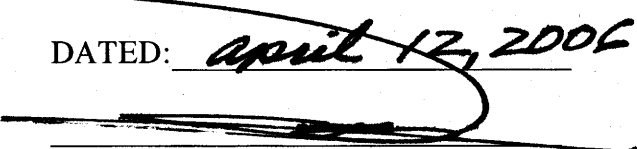
1. That the Court adopts the foregoing findings.
2. Defendants are enjoined and restrained permanently from publicly performing any and all of the copyrighted musical compositions in the ASCAP repertory and from causing or permitting said copyrighted musical compositions to be publicly performed at Platinum Gentlemen's Club, and from aiding and abetting the public performances of such compositions, unless defendants shall have previously obtained permission to broadcast such either directly from the plaintiffs or by license from ASCAP.
3. Judgment is hereby entered against defendants, jointly and severally, and in favor of plaintiffs in the amount of \$25,000.00 (the "judgment amount") plus interest at the rate of 4.86% per annum from the date of entry of this judgment; provided, however, that this judgment shall be satisfied upon defendants' payment of \$1,358.00 immediately, and of \$17,842.00 within 120 days of entry of this judgment. Both payments shall be made by cashier's check or bank check, payable to ASCAP and sent to the attention of ASCAP's counsel, Patricia Sievers Harris, Wright, Lindsey & Jennings LLP, 200 W. Capitol Ave., Suite 2300, Little Rock, Arkansas 72201.
4. Upon receipt of defendants' immediate payment of \$1,358.00, ASCAP shall reinstate its license agreement with defendants for Platinum Gentlemen's Club for the period commencing January 1, 2006 through December 31, 2006.
5. Upon timely receipt by ASCAP the payments required by this consent judgment, plaintiffs shall file a satisfaction of judgment with this Court. If defendants fail to make either payment as required by this consent judgment, plaintiffs may execute on this consent judgment

in the amount of \$25,000.00 plus interest at the rate of 4.85% per annum, and will terminate the 2006 license agreement for Platinum Gentlemen's Club.

6. The parties stipulate to the entry of judgment consistent with the terms stated herein.

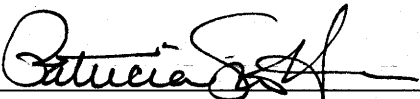
IT IS SO ORDERED.

DATED: April 12, 2006

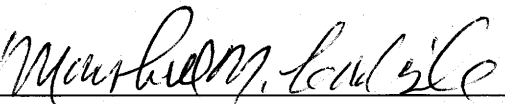

U.S. District Judge Hendren


We agree to entry of the foregoing consent judgment.

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